

STATE OF GEORGIA,

After recording return to

COUNTY OF [\_\_\_\_\_]:

[\_\_\_\_\_]

### **FEE SIMPLE DEED WITHOUT WARRANTY**

THIS FEE SIMPLE DEED WITHOUT WARRANTY, hereinafter referred to as "Deed," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between [LOCAL GOVERNMENT], whose address is [\_\_\_\_\_] hereinafter referred to as "Grantor," and the STATE OF GEORGIA, custody in the DEPARTMENT OF COMMUNITY AFFAIRS, whose address for purposes of this Deed is [\_\_\_\_\_] Party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

### **WITNESSETH THAT:**

WHEREAS, Grantor is the owner of approximately [\_\_\_\_\_] acres ([\_\_\_\_\_] square feet) of real property located in [\_\_\_\_\_] County, Georgia, lying and being in Land Lot(s) [\_\_\_\_\_] of the [\_\_\_\_\_] Land District, [\_\_\_\_\_] County, Georgia, hereinafter referred to as the "Property," more particularly described in Exhibit A attached hereto, incorporated herein, and by reference made a part hereof; and

WHEREAS, with the cooperation and assistance of the Georgia Environmental Finance Authority pursuant to the authority of the Georgia Water Supply Act of 2008 and other applicable law, Grantor is engaged in the acquisition and implementation of a reservoir water supply project, hereinafter referred to as the "Project," more particularly identified in Exhibit B attached hereto, incorporated herein, and by reference made a part hereof; and

WHEREAS, Grantor has determined that ownership of the Property by Grantee will be beneficial to the acquisition and implementation of the Project by Grantor; and

WHEREAS, by resolution and order entered on its minutes dated [\_\_\_\_\_] , Grantor authorized and approved the conveyance of the Property to Grantee.

NOW, THEREFORE, for and in consideration of the premises, the benefits accruing to the Project by conveyance of the Property to Grantee, the sum of [\_\_\_\_\_] Dollars (\$\_\_\_\_\_) , and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, Grantor has bargained, sold, granted, aliened, conveyed and confirmed, and by these presents does hereby bargain, sell, grant, alien, convey and confirm unto Grantee, the real property more particularly described in Exhibit A attached hereto, incorporated herein, and by this reference made a part hereof.

TO HAVE AND TO HOLD the said real property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE, without warranty of any type, kind or nature whatsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its duly authorized officials, on the day, month and year first above written.

*(Signatures begin on next page and remainder of page is intentionally blank.)*

**GRANTOR**

[LOCAL GOVERNMENT]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

([SEAL OF LOCAL GOVERNMENT])

Signed, sealed and delivered as to [LOCAL GOVERNMENT] in our presence:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public  
My Commission expires:

(Notary public seal  
affixed here)

**EXHIBIT A**

**Legal Description**

**(include reference to recorded plat of survey)**

## **EXHIBIT B**

### **Identification of Project**